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Attorneys for Plaintiff/Judgment Creditor
Wynn Resorts Holdings, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

WYNN RESORTS HOLDINGS, LLC, a
Nevada Limited Liability Company,

Plaintiff,

v.

GRAFFX DESIGN, an entity of unknown
origin,

Defendant.

Case No. 2:05-cv-01447-KJD-PAL

**AFFIDAVIT OF RENEWAL OF
JUDGMENT**

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Plaintiff/Judgment Creditor WYNN RESORTS HOLDINGS, LLC, by and through Christopher D. Kircher, Esq., its authorized representative, and pursuant to NRS 17.214, first being duly sworn according to law, hereby submits this Affidavit of Renewal of Judgment against Defendant/Judgment Debtor Graffx Design ("Judgment Debtor").

1. I am an attorney with Semenza & Semenza, LLP, attorneys for the Plaintiff/Judgment Creditor in the above-entitled action. I have personal knowledge of the facts contained in this affidavit and if called to do so, would testify competently thereto.

2. The Judgment was originally recorded in Clark County, Nevada on June 20, 2006, instrument number 200606200003557.

3. The Judgment being renewed was initially entered in this Court, on May 15,

2006, for a total amount of \$104,329.85. See Default Judgment attached hereto as Exhibit "A".

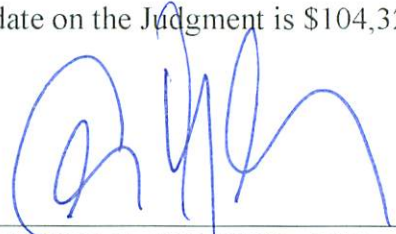
4. Payments have not been made to satisfy part of the Judgment in the total amount of \$104,329.85. There are no outstanding writs of execution for enforcement of the Judgment.

5. After inquiry, affiant has ascertained that neither the Judgment Creditor nor anyone in its behalf has received any payments other than has set forth herein.

6. There are no offsets or counterclaims in favor of the Judgment Debtor.

7. The current amount due and owing to date on the Judgment is \$104,329.85.

FURTHER, AFFIANT SAYETH NAUGHT.



CHRISTOPHER D. KIRCHER, ESQ.

Subscribed and sworn before me
this 9th day of May, 2012.


Notary Public

EXHIBIT A

1 Mark G. Tratos (Bar No. 1086)
 2 Ronald D. Green Jr. (Bar No. 7360)
 3 Laraine M. I. Burrell (Bar No. 8771)
 4 Andrew D. Sedlock (Bar No. 9183)
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11 Counsel for: Plaintiff

12 UNITED STATES DISTRICT COURT

13 DISTRICT OF NEVADA

14 Wynn Resorts Holdings, LLC, a Nevada
 15 Limited Liability company,

Case No. CV-S-05-1447-KJD-PAL

16 Plaintiff,

17 DEFAULT JUDGMENT

18 v.

19 Graffx Design, an entity of unknown origin,
 20 Defendant.

21 Plaintiff Wynn Resorts Holdings, LLC, having filed a Motion for Entry of Default
 22 Judgment against Defendant Graffx Design pursuant to Rule 55 of the Federal Rules of
 23 Civil Procedure; the Defendant having failed to respond to, or answer, Plaintiff's Complaint
 24 previously served upon Defendant; the Clerk of the Court having entered Default against
 25 Defendant on Graffx Design; this Court having now given due consideration to Plaintiff's
 26 Motion for such judgment as well as papers, pleadings, and exhibits offered in support
 27 thereof; and the Court being further fully advised in the matter and there having been no
 28 appearance made by Defendant, it is therefore,

1.

DEFAULT JUDGMENT

1 ORDERED, ADJUDGED and DECREED that Judgment be entered in favor of
2 Plaintiff Wynn Resorts Holdings, LLC, and against Defendant Graffx Design on all counts of
3 Plaintiff's Complaint; and, it is further ordered and adjudged that said Judgment shall
4 include the following specific findings of fact and award of specific relief:

- 5 a. Plaintiff Wynn Resorts Holdings, LLC is the owner of certain Wynn
6 trademarks and variations thereof used in relation to casino services as
7 identified in the Complaint;
- 8 b. Plaintiff Wynn Resorts Holdings, LLC's Wynn marks are famous;
- 9 c. Defendant registered and used the Infringing Domain Name
10 <playandwynn.com> with the bad faith intent to profit from its use of Plaintiff's
11 marks;
- 12 d. Defendant provided online promotional and advertising services at the
13 Graphic Domain Services web site, which was accessible through
14 Defendant's Infringing Domain Name at <playandwynn.com>.
- 15 e. Plaintiff and Defendant are competitors and the respective services offered by
16 each are similar;
- 17 f. Defendant's use of the term 'Wynn' in connection with its services is likely to
18 cause confusion as to the source and origin of Defendant's services;
- 19 g. Defendant's use of the term 'Wynn' in connection with its services has and is
20 likely to continue to cause dilution of Plaintiff's Wynn marks;
- 21 h. Should Defendant's use of the term Wynn continue, Plaintiff will continue to
22 suffer irreparable injury to its good will and reputation which was established
23 through use of the Wynn marks and for which an award of damages would be
24 inadequate.
- 25 i. Should Defendant's use of the term Wynn continue, Plaintiff will continue to
26 suffer irreparable injury as the Wynn marks will lose their capacity to identify
27 its goods and services; i.e., they will be diluted, for which an award of
28 damages would be inadequate;

j. Defendant acted willfully in its infringement and dilution of the Wynn marks;
and

k. Defendant is liable for its infringement, dilution, unfair competition and cybersquatting.

THEREFORE, IT IS HEREBY ORDERED that the Defendant Graffx Design, its respective officers, agents, servants, employees, and/or all persons acting in concert or participation with it, (1) from using Plaintiff's trademarks or confusingly similar variations thereof, alone or in combination with any other letters, words, letter strings, phrases or designs, in commerce or in connection with any business or for any other purpose (including, but not limited to, on web sites and in domain names); and (2) from registering, owning, leasing, selling or trafficking in any domain name containing Plaintiff's trademarks or confusingly similar variations thereof, alone or in combination with any other letters, words, phrases or designs;

IT IS FURTHER ORDERED that the current registrar of the <playandwynn.com> domain name shall immediately unlock and permanently transfer the <playandwynn.com> domain name to Plaintiff;

IT IS FURTHER ORDERED that Defendant is permanently enjoined from accepting bets, for money or not, from persons located in the United States or domiciled within or outside of the borders of the United States, from any online casino or Internet gaming site using a web site or domain name with any variation or letter string containing the Wynn marks;

IT IS FURTHER ORDERED that Defendant pay Plaintiff \$1,000 in nominal damages for corrective advertising;

IT IS FURTHER ORDERED that Defendant pay Plaintiff statutory damages of \$100,000;

IT IS FURTHER ORDERED that Defendant pay Plaintiff's attorneys' fees and costs in the amount of \$3,329.85;

///

1 IT IS FURTHER ORDERED that Plaintiff's cash deposit of One Hundred Dollars
 2 (\$100.00) be released from the Registry Account of this Court and returned to Greenberg
 3 Traurig.

4 IT IS FURTHER ORDERED that jurisdiction of this case shall be retained by this
 5 Court for the purpose of enforcement of this Judgment.)



UNITED STATES DISTRICT JUDGE

DATED: 5/15/06

Submitted by:

GREENBERG TRAURIG, LLP

Mark G. Tratos (Bar No. 1086)
 Ronald D. Green Jr. (Bar No. 7360)
 Laraine M. I. Burrell (Bar No. 8771)
 Andrew D. Sedlock (Bar No. 9183)
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